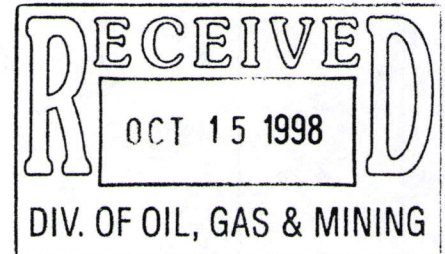


File Number M/015/062

Effective Date 10-19-98

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940



RECLAMATION CONTRACT
---ooOoo---

*This original
returned to
operator 7-22-99*

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)	<u>M/015/062</u>
(Mineral Mined)	<u>Clay</u>
"MINE LOCATION":	
(Name of Mine)	<u>ECDC Clay Mine</u>
(Description)	<u>E1/2 NW1/4, E1/2 SW1/4, SW1/4 NE1/4</u>
	<u>of Section 1, T16S, R11E, SLB&M.</u>
	<u>Emery County</u>
"DISTURBED AREA":	
(Disturbed Acres)	<u>17.6</u>
(Legal Description)	<u>(refer to Attachment "A")</u>
"OPERATOR":	
(Company or Name)	<u>ECDC ENVIRONMENTAL L.C.</u>
(Address)	<u>1111 West Highway 123</u>
	<u>P.O. Box 69</u>
	<u>East Carbon, UT 84520</u>
(Phone)	<u>(435) 888-4451</u>

"OPERATOR'S REGISTERED AGENT":

(Name)

Dave Fisher

(Address)

1111 West Highway 123

P.O. Box 69

(Phone)

East Carbon, UT 84520

(435) 888-4451

"OPERATOR'S OFFICER(S)":

Dave Fisher

District Manager

"SURETY":

(Form of Surety - Attachment B) Bond

"SURETY COMPANY":

(Name, Policy or Acct. No.)

United Pacific Insurance Company

"SURETY AMOUNT":

(Escalated Dollars)

\$24,100.00

"ESCALATION YEAR":

2003

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between ECDC Environmental L.C. the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/015/062 which has been approved by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated 03/15/93, and the original Reclamation Plan dated 03/15/93. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face

amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

ECDC Environmental L.C.

Operator Name

By Dave Fisher
Authorized Officer (Typed or Printed)

District Manager
Authorized Officer - Position

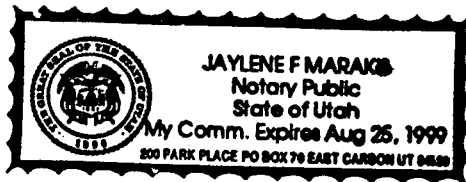


Officer's Signature

9/9/98
Date

STATE OF Utah)
COUNTY OF Carbon) ss:

On the 9th day of Sept., 19 98, personally
appeared before me David Fisher who being by
me duly sworn did say that he/she, the said David Fisher
is the District Mgr. of ECDC
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
David Fisher duly acknowledged to me that said
company executed the same.



Jaylene F. Marakis
Notary Public
Residing at: East Carbon City, UT

08-25-99
My Commission Expires:

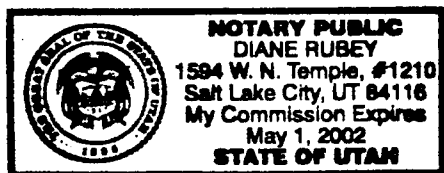
DIVISION OF OIL, GAS AND MINING:

By Lowell P Braxton
Lowell P. Braxton, Acting Director

October 19, 1998
Date

STATE OF Utah)
) ss:
COUNTY OF Salt Lake)

On the 19 day of October, 19 98, personally
appeared before me Lowell P. Braxton, who being
duly sworn did say that he/~~she~~, the said Lowell P. Braxton
is the Acting Director of the Division of Oil, Gas and Mining, Department of Natural
Resources, State of Utah, and he/~~she~~ duly acknowledged to me that he/~~she~~
executed the foregoing document by authority of law on behalf of the State of
Utah.



Diane Rubey
Notary Public
Residing at: Salt Lake City, Utah

My Commission Expires: 5/1/2002

ATTACHMENT "A"

ECDC ENVIRONMENTAL, LC	ECDC Clay Mine
Operator	Mine Name
M/015/062	Emery
Permit Number	County, Utah

The legal description of lands to be disturbed is:
ECDC Environmental L.C.
Clay Mine Site

September 10, 1998

18 Acres more or less described as follows:

Beginning at a point East along the Section line 1,888 feet from the Northwest corner of Section 1, Township 16 South, Range 11 East, SLB&M; thence East 527 feet; thence S 38°23' E, 141 feet; thence S 2°03' W, 251 feet; thence S 26°21' W, 364 feet; thence N 79°31' W, 240 feet; thence N 25°08' W, 367 feet; thence N 9°34' W, 316 feet to the point of beginning. Containing 7.5 acres more or less.

ALSO:

Beginning at a point S 66°04' E, 2,339 feet from the Northwest corner of Section 1, Township 16 South, Range 11 East, SLB&M; thence N 35°24' E, 155 feet; thence N 43°55' E, 251 feet; thence N 65°00' E, 66 feet; thence S 82°56' E, 185 feet; thence S 45°28' E, 126 feet; thence S 0°14' E, 254 feet; thence S 40°03' W, 229 feet; thence S 66°46' W, 97 feet; thence N 75°26' W, 178 feet; thence N 57°43' W, 143 feet; thence N 29°53' W, 87 feet; thence N 0°42' E, 83 feet to the point of beginning. Containing 6.3 acres more or less.

ALSO:

Beginning at a point S 66°39' E, 3,209 feet from the Northwest corner of Section 1, Township 16 South, Range 11 East, SLB&M; thence S 88°11' E, 245 feet; thence S 0°39' E, 130 feet; thence S 69°21' E, 118 feet; thence S 14°32' E, 234 feet; thence S 66°10' W, 270 feet; thence N 74°39' W, 170 feet; thence N 0°31' W, 470 feet to the point of beginning. Containing 3.8 acres more or less.

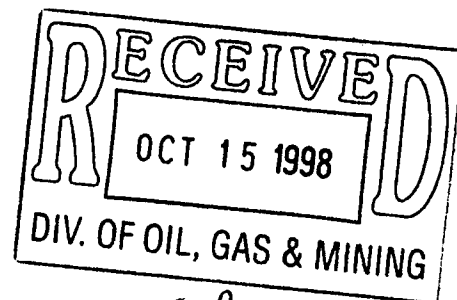
ATTACHMENT B

MR FORM 3
April 7, 1996

Revised

Bond Number
Permit Number M/015/062
Mine Name ECDC Clay Mine
Emery County

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940



THE MINED LAND RECLAMATION ACT

SURETY BOND

*This original
surety returned
to operator 7-22-99*

The undersigned ECDC Environmental, as Principal,
and United Pacific Insurance Company, as Surety, hereby jointly and
severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly
and severally, unto the State of Utah, Division of Oil, Gas and Mining (Division) in the penal
sum of Twenty Four Thousand One Hundred dollars (\$ 24,100.00
& 00/100).

Principal has estimated in the Mining and Reclamation Plan approved by the Division
on the 18th day of January, 1995, that 17.6 acres of land will
be disturbed by mining operation in the State of Utah.

A description of the disturbed land is attached as "Attachment A" to the
Reclamation Contract, of which this document is an integral part.

The condition of this obligation is that if the Division determines that Principal has
satisfactorily reclaimed the disturbed lands in accordance with the approved Mining and
Reclamation Plan and has faithfully performed all requirements of the Mined Land
Reclamation Act, and complied with the Rules and Regulations adopted in accordance
therewith, then this obligation shall be void; otherwise it shall remain in full force and effect.

If the Mining and Reclamation Plan provides for periodic partial reclamation of the
disturbed lands, and if the lands are reclaimed in accordance with such Plan, Act and
regulations, then Principal may apply for a reduction in the amount of this Surety Bond.

In the converse, if the Mining and Reclamation Plan provides for a gradual increase in
the area disturbed or the extent of disturbance, then, the Division may require that the amount
of this Surety Bond be increased, with the written approval of the Surety.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

ECDC Environmental
Principal (Permittee)

7-30-98
Date

Kathleen A. Bazon
By (Name typed):

Kathleen A. Bazon, Power of Attorney
Title

Kathleen A. Bazon
Signature

Surety Company
United Pacific Insurance Company
Company Officer

7-30-98
Date

Lori A. Noggle, Attorney-in-Fact
Title/Position

Lori A. Noggle
Signature

AFFIDAVIT OF QUALIFICATION

On the 30th day of July, 1998, personally appeared before me Lori A. Noggle who being by me duly sworn did say that he/she, the said Lori A. Noggle is the Attorney-in-Fact of United Pacific Insurance Co. and duly acknowledged that said instrument was signed on behalf of said company by authority of its bylaws or a resolution of its board of directors and said United Pacific Insurance Company duly acknowledged to me that said company executed the same, and that he/she is duly authorized to execute and deliver the foregoing obligations; that said Surety is authorized to execute the same and has complied in all respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and obligations.

Signed: Lori A. Noggle
Surety Officer Lori A. Noggle

Title: Attorney-in-Fact

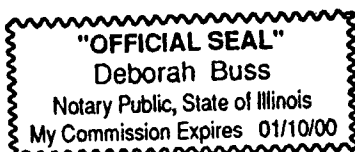
STATE OF Illinois)
COUNTY OF Kane) ss:

Subscribed and sworn to before me this 30th day of July, 1998.

Deborah R. Buss
Notary Public
Residing at: Batavia, IL

My Commission Expires:

 , 19



Bond Number _____
Permit Number M/015/062
Mine Name ECDC Clay Mine

Emery County

SO AGREED this 19th day of October, 1998.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

Lowell P. Braxton
Lowell P. Braxton, Acting Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.




Allied Waste Industries, Inc., incorporated under the laws of the State of Delaware, and having its chief place of business at 15880 N. Greenway-Hayden Loop, #100, Scottsdale, Arizona, 85260, hereby makes, constitutes and appoints Weible & Company, LLC, acting through and by either William P. Weible or Ms. Kathy Bazon or Ms. Molly Moran, its true and lawful attorney and affix its corporate seal to and deliver for and on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds and/or Bid Bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; License and Permit Bonds or other indemnity bonds under the laws, ordinances or regulations of any State, City, Town, Village, Board other body organization, public or private; bonds to Transportation Companies; Lost Instrument bonds; Lease bonds, Worker's Compensation bonds; Miscellaneous Surety Bonds; and bonds on behalf of Notaries Public, Sheriffs, Deputy Sheriffs and similar public officials.
2. Surety bonds and/or Bid bonds on behalf of Allied Waste Industries, Inc. in connection with bonds, proposals, or contracts.

To sign and seal all bids bonds and surety bonds on behalf of Allied Waste Industries, Inc., relating to the provision of solid waste collection, transportation, recycling, or disposal services by Allied Waste Industries, Inc. Allied Waste Industries, Inc. hereby agrees to ratify and confirm whatsoever Weible & Company, LLC shall lawfully do pursuant to this power of attorney and the procedural guidelines set forth to Weible & Company, LLC, and until notice or revocation has been given by Allied Waste Industries, Inc. the acts of the said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF this POWER OF ATTORNEY has been signed this 1 day of May, 1998 on behalf of Allied Waste Industries, Inc. by its President, Mr. Thomas Van Weelden.

By: 
Thomas van Weelden

State of Arizona)
County of Maricopa)

Subscribed to and sworn before me this 1 day of ^{May}~~April~~, 1998 by Thomas Van Weelden.


Sandra G. Ashworth
Notary Public

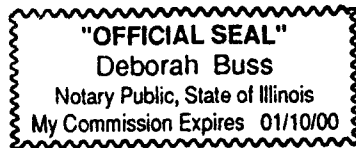
NOTARIAL ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF Kane

On this 30th day of July, 1998, before me, a Notary Public of the State and County aforesaid, residing therein, duly commissioned and sworn, personally came **Kathleen A. Bazon**, to me known, who being by me duly sworn according to law, did depose and say that she resides in Illinois; that she is an Attorney-in-Fact for ECDC Environmental a subsidiary of Allied Waste Industries, Inc. and that she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.

My Commission Expires:





**RELIANCE SURETY COMPANY
UNITED PACIFIC INSURANCE COMPANY**

**RELIANCE INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY**

ADMINISTRATIVE OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that RELIANCE SURETY COMPANY is a corporation duly organized under the laws of the State of Delaware, and that RELIANCE INSURANCE COMPANY and UNITED PACIFIC INSURANCE COMPANY, are corporations duly organized under the laws of the Commonwealth of Pennsylvania and that RELIANCE NATIONAL INDEMNITY COMPANY is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called "the Companies") and that the Companies by virtue of signature and seals do hereby make, constitute and appoint William P. Weible, Kathleen A. Bazon, Molly M. Moran, Lori A. Noggle, Debra L. Nelson, Deborah R. Buse, of North Aurora, Illinois their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on their behalf, and as their act and deed any and all bonds and undertakings of suretyship and to bind the Companies thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the Companies and sealed and attested by one other of such officers, and hereby ratifies and confirms all that their said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by the authority of Article VII of the By-Laws of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney(s)-in-Fact at any time and revoke the power and authority given to them.

2. Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorney(s)-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the Executive and Finance Committees of the Boards of Directors of Reliance Insurance Company, United Pacific Insurance Company and Reliance National Indemnity Company by Unanimous Consent dated as of February 28, 1994 and by the Executive and Financial Committee of the Board of Directors of Reliance Surety Company by Unanimous Consent dated as of March 31, 1994.

"Resolved that the signatures of such directors and officers and the seal of the Company may be affixed to any such Power of Attorney or any certificates relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such Power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company, in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Companies have caused these presents to be signed and their corporate seals to be hereto affixed, this June 8, 1998.



**RELIANCE SURETY COMPANY
RELIANCE INSURANCE COMPANY
UNITED PACIFIC INSURANCE COMPANY
RELIANCE NATIONAL INDEMNITY COMPANY**

David T. Akers

STATE OF Pennsylvania
COUNTY OF Philadelphia

} ss.

On this, June 8, 1998, before me, Valencia Wortham, personally appeared David T. Akers, who acknowledged himself to be the Senior Vice President of the Reliance Surety Company, and the Vice President of Reliance Insurance Company, United Pacific Insurance Company, and Reliance National Indemnity Company and that as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.

Notarial Seal
Valencia Wortham, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 18, 2000



Valencia Wortham
Notary Public in and for the State of Pennsylvania
Residing at Philadelphia

I, Anita Zippert, Secretary of RELIANCE SURETY COMPANY, RELIANCE INSURANCE COMPANY, UNITED PACIFIC INSURANCE COMPANY, and RELIANCE NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of July, 1998.



Secretary

Anita Zippert